**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA JUDICIAL CIRCUIT**

LATORA COOK	)	
	)	
Plaintiff,	)	Civil Action No.
	)	
v.	)	
	)	JURY TRIAL DEMANDED
LIPSHUTZ GREENBLATT LLC	)	
	)	
Defendant.	)	

COMPLAINT FOR DAMAGES, DECLARATORY RELIEF, AND ATTORNEY'S FEES

Plaintiff LATORA COOK ("Plaintiff"), by and through undersigned counsel, files this Complaint against Defendant LIPSHUTZ GREENBLATT LLC ("Defendant") alleging as follows:

I. NATURE OF THE ACTION

1.

This is an action for damages, declaratory relief, and attorney's fees brought by a consumer against a debt collector for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), and its implementing Regulation F, 12 C.F.R. Part 1006.

2.

Defendant, acting as a debt collector, engaged in harassing, abusive, deceptive, and unfair debt collection practices in its attempt to collect an alleged debt from Plaintiff related to homeowners association assessments.

3.

Specifically, Defendant conducted apparent surveillance of Plaintiff's personal activities and lifestyle, used that information to shame, humiliate, and coerce Plaintiff, and employed threatening and intimidating tactics in violation of federal law to make payments of amounts of special assessments not due to be paid and excessive fees and costs.

4.

II. JURISDICTION AND VENUE

5.

This Court has original federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiff's claims arise under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., a federal statute.

6.

This Court also has jurisdiction pursuant to 15 U.S.C. § 1692k(d), which provides that "[a]n action to enforce any liability created by this subchapter may be brought in any appropriate United States district court."

7.

Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because:

a. Defendants reside or conduct business in this district;

b. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this district; and

c. Plaintiff resides in this district.

8.

Venue is also proper under 15 U.S.C. § 1692k(d), which permits actions to be brought "in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction."

III. PARTIES

9.

Plaintiff LATORA COOK is a natural person and "consumer" as defined by 15 U.S.C. § 1692a(3) and 12 C.F.R. § 1006.2(e).

10.

At all times relevant to this action, Plaintiff resided in Fulton County, Georgia, within the Northern District of Georgia.

11.

Plaintiff is alleged to owe, or have owed, a debt arising from unpaid homeowners association assessments to The Commons at Historic Westside Townhome Owners Association, Inc. (“HOA”).

12.

Defendant LIPSHUTZ GREENBLATT LLC ("Lipshutz Greenblatt") is a Georgia Limited Liability Company with its principal place of business at 100 Crescent Centre Parkway, Suite 200, Tucker, Georgia 30084.

13.

Lipshutz Greenblatt is regularly engaged in the business of collecting, or attempting to collect, debts owed or allegedly owed to others.

14.

Lipshutz Greenblatt is a "debt collector" as defined by 15 U.S.C. § 1692a(6) and 12 C.F.R. § 1006.2(i) because it regularly collects or attempts to collect debts owed or due, or asserted to be owed or due, to another.

15.

Lipshutz Greenblatt uses the instrumentalities of interstate commerce and the mail in the collection of debts.

16.

Lipshutz Greenblatt's debt collection communications were made "in connection with the collection of any debt" as that phrase is used throughout the FDCPA.

IV. FACTUAL ALLEGATIONS

a. The Alleged Debt

17.

At all times relevant to this action, Plaintiff resided at property located within The Commons at Historic Westside Village Townhome Owners Association (the "HOA") in Georgia.

18.

Defendant allege that Plaintiff owes a debt to the HOA for past-due assessments, interest, management costs, and attorney's fees.

19.

On or about January 8, 2026, Defendants claimed that Plaintiff owed a total balance of $4,012.09, itemized as follows:

a. Past Due Assessments: $2,350.50

b. Interest: $67.09

c. Management Costs (Water Cutoff): $660.00

d. Attorney's Fees: $1,934.50

e. TOTAL: $5,012.09

f. Less Payments: ($1,000.00)

g. **Total Balance: $4,012.09**

20.

Inclusive in the Total Balance is $1,5003.00 in special assessments charge not due to the HOA.

21.

The Management Costs (Water Cutoff) is for costs for the suspension of water service to Plaintiff property within the HOA's property for the purposes of debt collection.

22.

Georgia law does not authorize the suspension water utility service by a HOA or its agents for the purposes of debt collection.

23.

This alleged debt arises from transactions primarily for personal, family, or household purposes and therefore constitutes a "debt" as defined by 15 U.S.C. § 1692a(5) and 12 C.F.R. § 1006.2(h).

b. Defendants' Debt Collection Communications

24.

On or about December 4, 2025, Defendant Castricone sent an email to Plaintiff regarding the alleged debt, stating: "Mrs. Cook: we have not received payment for your second installment on the outstanding unpaid assessments and costs of collection. When can we expect your $1,000.00 December payment."

25.

This email contained a debt collection notice stating: "This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose."

26.

On or about December 16, 2025, Plaintiff responded to Defendant Castricone, explaining that her funds were tied up due to vehicle damage allegedly caused by the HOA's gate, which cost $2,800 to repair.

27.

On or about January 4, 2026, Plaintiff sent an email to Defendant Castricone, proposing to make payments of $1,000 on multiple dates and explaining that the gate damage to her vehicle had set her back financially.

28.

On or about January 8, 2026, Defendant Castricone sent multiple emails to Plaintiff threatening that the HOA board would proceed with water shutoff procedures if the full balance was not paid that day.

29.

Specifically, Defendant Castricone wrote: "The board has advised the total balance needs to be paid today or they will proceed with the water shutoff process again."

30.

Fearing the suspension of her water service again, Plaintiff paid to Defendant $4,012.09 on January 20, 2026.

c. False, Deceptive, or Misleading Representations

31.

Defendants statement to Plaintiff on January 8, 2026, “The board has advised the total balance needs to be paid today or they will proceed with the water shutoff process again,” was a false, deceptive, and misleading representation made in violation of 15 U.S.C.A. § 1692e.

32.

On January 8, 2026, the HOA board lacked a quorum and therefore was unable to advise Defendants of anything relative to Defendant’s alleged debt.

d. Unfair or Unconscionable Means

i. Unauthorized Charges

33.

Defendants employed unfair or unconscionable means to collect the alleged debt.

34.

35.

Defendants attempted to collect $660.00 for fees and expenses for suspension of water service to Plaintiff's property when suspension of water service to Defendant's property is not permitted by law.

ii. Unconscionable Debt Collection Means

36.

In 2025, Defendants facilitated the suspension of water service to Plaintiff's property as a debt collection means to coerce Plaintiff into paying the alleged debt.

37.

Suspension of water service to a residential property as a means of debt collection by an HOA is not authorized by Georgia or federal law.

38.

Defendants suspension of water utility service as a means of debt collection was an unconscionable debt collection means.

e. The January 12, 2026 Harassing and Abusive Communication

39.

On January 12, 2026, at approximately 12:56 PM, Defendant Castricone sent an email to Plaintiff that contained harassing, abusive, intimidating, and humiliating statements designed to coerce payment of the alleged debt.

40.

In this email, Defendant Castricone demonstrated that he had conducted surveillance of, or otherwise obtained personal information about, Plaintiff's lifestyle, travel, entertainment activities, and personal property.

41.

Defendant Castricone wrote: "You drove the new suv to Winterhaven Florida?"

42.

Defendant Castricone wrote: "The Las Vegas trip, live show tickets, gos knows if you gambled, looks like a blast for all y'all that went."

43.

Defendant Castricone wrote: "Candidly you're lucky to not have a single scratch on that thing that was so freaking waxed water was beading down the side …."

44.

Defendant Castricone wrote: "As to repairs to your rear drivers side wheel trim damage you claim the gate caused by malfunctioning as you drove into the property, do you simply not have complete coverage on a loaded with options vehicle right out of the factory? Or did you pay a deductible and your car insurance pay the rest? Or did you decide ultimately not to submit a proof of claim your insurer?"

45.

Defendant Castricone threatened to disclose Plaintiff's personal spending habits to third parties, stating: "If you did pay out of pocket the full estimate you obtained for a dealership to repair alleged damage to your drivers side rear wheel when you were driving on the right hand side of the road, I'll give it to the board."

46.

The statements described in paragraphs 30-36 served no legitimate debt collection purpose.

47.

The statements described in paragraphs 30-36 were designed to shame, humiliate, embarrass, and coerce Plaintiff by suggesting that she was dishonest about her financial circumstances and was irresponsible for spending money on travel and entertainment rather than paying the alleged debt.

48.

The tone and content of Defendant Castricone's January 12, 2026 email was condescending, mocking, and abusive.

49.

The natural consequence of the statements described in paragraphs 30-36 was to harass, oppress, and abuse Plaintiff.

f. Emotional Distress and Damages

50.

As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered actual damages, including but not limited to emotional distress, anxiety, humiliation, embarrassment, and mental anguish.

51.

Plaintiff felt violated upon learning that Defendants had apparently monitored her personal activities, social media, or other aspects of her private life.

52.

Plaintiff was humiliated and embarrassed by Defendants' comments about her travel, entertainment choices, and vehicle.

53.

Plaintiff experienced anxiety and stress as a result of Defendants' threatening and coercive communications.

V. CLAIMS FOR RELIEF

COUNT I

VIOLATIONS OF 15 U.S.C. § 1692d AND 12 C.F.R. § 1006.14

(Harassment or Abuse)

Against All Defendants

54.

Plaintiff incorporates by reference the allegations contained in paragraphs 1-53 as if fully set forth herein.

55.

Section 1692d of the FDCPA, 15 U.S.C. § 1692d, provides that "[a] debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt."

56.

Regulation F, 12 C.F.R. § 1006.14, similarly prohibits debt collectors from engaging in "any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt."

57.

1. Defendants violated 15 U.S.C. § 1692d and 12 C.F.R. § 1006.14 by:

a. Conducting apparent surveillance of Plaintiff's personal activities, travel, entertainment, and lifestyle;

b. Using information obtained through such surveillance to shame and humiliate Plaintiff;

c. Making condescending, mocking, and abusive comments about Plaintiff's spending habits, travel to Florida and Las Vegas, attendance at live shows, and vehicle condition;

d. Implying that Plaintiff was dishonest about the gate damage to her vehicle;

e. Using language the natural consequence of which was to abuse the reader; and

f. Engaging in conduct designed to coerce payment through shame and humiliation rather than lawful collection methods.

58.

Defendants' conduct constitutes harassment and abuse under both the general prohibition of § 1692d and the specific prohibitions of § 1692d(2) (use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader).

59.

As a direct and proximate result of Defendants' violations, Plaintiff has suffered actual damages, including emotional distress, anxiety, humiliation, and mental anguish.

60.

Defendants' violations were willful, knowing, and intentional, or at minimum were committed with reckless disregard for Plaintiff's rights under the FDCPA.

COUNT II

VIOLATIONS OF 15 U.S.C. § 1692e AND 12 C.F.R. § 1006.18

(False, Deceptive, or Misleading Representations)

Against All Defendants

61.

Plaintiff incorporates by reference the allegations contained in paragraphs 1-60 as if fully set forth herein.

62.

Section 1692e of the FDCPA, 15 U.S.C. § 1692e, provides that "[a] debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt."

63.

Regulation F, 12 C.F.R. § 1006.18, similarly prohibits debt collectors from using "any false, deceptive, or misleading representation or means in connection with the collection of any debt."

64.

Section 1692e(5), 15 U.S.C. § 1692e(5), specifically prohibits "[t]he threat to take any action that cannot legally be taken or that is not intended to be taken."

65.

Section 1692e(10), 15 U.S.C. § 1692e(10), specifically prohibits "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt."

66.

Regulation F, 12 C.F.R. § 1006.18(c)(1), prohibits a debt collector from "[t]hreaten[ing] to take any action that cannot legally be taken or that is not intended to be taken."

67.

Defendants violated 15 U.S.C. § 1692e, 12 C.F.R. § 1006.18, and the specific subsections cited above by:

a. Implying that Plaintiff was lying about the gate damage to her vehicle through accusatory and skeptical questioning;

b. Threatening to disclose Plaintiff's personal financial and lifestyle information to the HOA board ("I'll give it to the board");

c. Using manipulative questioning tactics designed to deceive Plaintiff into believing that her personal spending habits were relevant to the debt collection; and

d. Using deceptive means to coerce payment by suggesting that Plaintiff's lifestyle choices would be reported to third parties.

68.

Defendants' statements were false, deceptive, or misleading because they:

a. Implied wrongdoing where none existed;

b. Suggested that Plaintiff's personal spending was subject to Defendants' scrutiny and judgment; and

c. Created the false impression that Plaintiff's lifestyle information would be disclosed to the HOA board as part of the collection process.

d. Implied that they were operating under instructions from the HOA board when the board either lacked or a quorum or contained no lawful members at all.

69.

As a direct and proximate result of Defendants' violations, Plaintiff has suffered actual damages, including emotional distress, anxiety, and mental anguish.

COUNT III

VIOLATIONS OF 15 U.S.C. § 1692f AND 12 C.F.R. § 1006.22

(Unfair or Unconscionable Means)

Against All Defendants

70.

Plaintiff incorporates by reference the allegations contained in paragraphs 1-69 as if fully set forth herein.

71.

Section 1692f of the FDCPA, 15 U.S.C. § 1692f, provides that "[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt."

72.

Regulation F, 12 C.F.R. § 1006.22, similarly prohibits debt collectors from using "unfair or unconscionable means to collect or attempt to collect any debt."

73.

Defendants violated 15 U.S.C. § 1692f and 12 C.F.R. § 1006.22 by:

a. Using threats of utility (water) shutoff as a coercive collection tactic;

b. Demanding full immediate payment with unreasonably short deadlines ("paid today or they will proceed with the water shutoff process");

c. Monitoring Plaintiff's personal life, travel, and spending habits to use as leverage in debt collection;

d. Employing shame-based collection tactics that exploit personal information about Plaintiff's lifestyle; and

e. Using unfair and unconscionable psychological pressure tactics to coerce payment.

f. Suspending water utility service to Plaintiff's property without lawful authority

74.

Defendants' conduct was unfair and unconscionable because it went far beyond legitimate debt collection activities and invaded Plaintiff's privacy to obtain information used to shame and coerce her.

75.

As a direct and proximate result of Defendants' violations, Plaintiff has suffered actual damages, including emotional distress, anxiety, and mental anguish.

COUNT IV

VIOLATIONS OF 15 U.S.C. § 1692c AND 12 C.F.R. § 1006.6

(Communication Violations — Third Party Disclosure)

Against All Defendants

76.

Plaintiff incorporates by reference the allegations contained in paragraphs 1-66 as if fully set forth herein.

77.

Section 1692c(b) of the FDCPA, 15 U.S.C. § 1692c(b), provides that "a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer" except in limited circumstances.

78.

Regulation F, 12 C.F.R. § 1006.6(d)(1), similarly prohibits debt collectors from communicating "in connection with the collection of any debt, with any person other than" the consumer, the consumer's attorney, consumer reporting agencies, the creditor, the creditor's attorney, or the debt collector's attorney.

79.

Defendant Castricone threatened to communicate Plaintiff's personal lifestyle and spending information to third parties, specifically the HOA board, by stating: "If you did pay out of pocket the full estimate you obtained for a dealership to repair alleged damage to your drivers side rear wheel when you were driving on the right hand side of the road, I'll give it to the board."

80.

This threat to disclose personal information about Plaintiff's finances and lifestyle to the HOA board constitutes a violation of 15 U.S.C. § 1692c(b) and 12 C.F.R. § 1006.6(d)(1), or, alternatively, a threat to violate these provisions.

81.

The information Defendant Castricone threatened to disclose was not limited to the existence or amount of the debt, but included personal information about Plaintiff's spending habits, travel, and vehicle that had no legitimate debt collection purpose.

82.

As a direct and proximate result of Defendants' violations, Plaintiff has suffered actual damages, including emotional distress and anxiety about the disclosure of her personal information.

DAMAGES

1. Pursuant to 15 U.S.C. § 1692k(a), Plaintiff is entitled to recover from Defendants:

   a. **Actual damages** sustained by Plaintiff as a result of Defendants' violations, including damages for emotional distress, anxiety, humiliation, embarrassment, mental anguish, and payments of costs, fees, and expenses not authorized by law or are excessive and unconscionable, including $1,503.00 in unauthorized special assessments and $700 in utility disconnection fees

b. **Statutory damages** in an amount up to $1,000.00, as the Court may allow;

c. **Costs of the action**; and

d. **Reasonable attorney's fees** as determined by the Court.

83.

In determining the amount of statutory damages, the Court should consider the frequency and persistence of Defendants' noncompliance, the nature of such noncompliance, the resources of the Defendants, the number of persons adversely affected, and the extent to which Defendants' noncompliance was intentional. 15 U.S.C. § 1692k(b)(1).

84.

Defendants' violations were willful, intentional, and committed with knowledge of and reckless disregard for Plaintiff's rights under the FDCPA.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff LATORA COOK respectfully requests that this Court enter judgment in her favor and against Defendants LIPSHUTZ GREENBLATT LLC and NICHOLAS R. CASTRICONE, IV, jointly and severally, and award the following relief:

A. **Actual damages** in an amount to be proven at trial;

B. **Statutory damages** in the amount of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);

C. **Reasonable attorney's fees** pursuant to 15 U.S.C. § 1692k(a)(3);

D. **Costs of this action** pursuant to 15 U.S.C. § 1692k(a)(3);

E. **Pre-judgment and post-judgment interest** at the highest rate allowed by law;

F. **Declaratory relief** that Defendants' conduct violated the Fair Debt Collection Practices Act;

G. **Injunctive relief** prohibiting Defendants from engaging in further violations of the FDCPA; and

H. **Such other and further relief** as this Court deems just and proper.

VII. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted this 20th day of January 2026.

ANTHONY DAWKINS, P.C,

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